

**STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 16-03**

**PROJECT TITLE: Washington Digital Newspapers Metadata Processing**

**PROPOSAL DUE DATE: August 24, 2015**

**EXPECTED TIME PERIOD FOR CONTRACT: one year with options to extend for two one year periods.**

**CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.**

**CONTENTS OF THE REQUEST FOR PROPOSALS**

- 1. Introduction**
- 2. General Information for Consultants**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
  - A. Certifications and Assurances**
  - B. Sample Service Contract with General Terms and Conditions**

## TABLE OF CONTENTS

<b>1. Introduction .....</b>	<b>1</b>
1.1 Purpose and Background.....	1
1.2 Objective .....	1
1.3 Minimum Qualifications .....	2
1.4 Funding .....	2
1.5 Period of Performance .....	2
1.6 Definitions.....	2
1.7 ADA .....	3
<b>2. General Information for Consultants .....</b>	<b>3</b>
2.1 RFQQ Coordinator .....	3
2.2 Estimated Schedule of Procurement Activities .....	3
2.3 Submission of Proposals.....	4
2.4 Proprietary Information/Public Disclosure .....	4
2.5 Revisions to the RFQQ .....	5
2.6 Minority & Women-Owned Business Participation.....	5
2.7 Acceptance Period .....	5
2.8 Responsiveness.....	5
2.9 Most Favorable Terms .....	5
2.10 Contract and General Terms & Conditions .....	5
2.11 Costs to Propose.....	6
2.12 No Obligation to Contract.....	6
2.13 Rejection of Proposals .....	6
2.14 Commitment of Funds.....	6
2.15 Electronic Payment .....	6
2.16 Insurance Coverage .....	6
<b>3. Proposal Contents .....</b>	<b>6</b>
3.1 Letter of Submittal .....	7
3.2 Management Proposal .....	7
3.3 Cost Proposal.....	8
<b>4. Evaluation and Contract Award.....</b>	<b>9</b>
4.1 Evaluation Procedure .....	9
4.2 Evaluation Weighting and Scoring .....	9
4.3 Oral Interviews may be Required .....	10
4.4 Notification to Proposers .....	10
4.5 Debriefing of Unsuccessful Proposers .....	10
4.6 Protest Procedure .....	10
<b>5. RFQQ Exhibits .....</b>	<b>12</b>
Exhibit A Certifications and Assurances	
Exhibit B Sample Service Contract including General Terms and Conditions (GT&Cs)	

# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State, Washington State Library Division, hereafter called "OSOS," is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from firms interested in participating on a project to continue the growth of the Washington Digital Newspaper collection at the Washington State Library (WSL). OSOS is beginning a new project digitizing up to 50,000 pages newspaper page images per year. OSOS seeks a vendor to assist in the process of OCR conversion and metadata creation with an awareness of the Library of Congress' National Digital Newspaper Program technical standards. OSOS adheres to the NDNP standards of using METS/ALTO metadata schema, but will be digitizing post-public domain content and drop microfilm reel metadata requirements for the current program. **The contract awarded from this RFQQ will be for one year with options to extend for two one year periods.**

## 1.2 OBJECTIVE

OSOS will provide raw TIFF images created to NDNP standards as uncompressed, 8-bit grayscale, 300-400 dpi files, which will need to be cropped & deskewed; issue structure applied; Optical Character Recognition (OCR) conversion (page level); METS/ALTO data standards applied; and have dates/page number metadata added. OSOS wants the option of getting a license to use software to perform processing work in-house as suggested in option A or, consider a contract for the processing to be outsourced to a vendor experienced with the same standards. OSOS would like quotes for two options in creating image metadata: (A) licensing the processing software to OSOS so that metadata application steps can be done in-house by OSOS staff; (B) shipping raw TIFF images to the vendor's facility where the processing will be performed and verified for OSOS.

### Option A:

- Process up to 50,000 newspapers images sourced from print or microfilm annually.
- Provide a copy of licensed software to set up a workstation for in-house metadata processing by OSOS staff and assistants.
- Provide onsite training to OSOS staff of use of processing software.
- Provide software support during standard business hours Pacific Standard time.
- Final file deliverables will be fully processed TIFFs & PDFs (Processed JP2 files are optional).
- Licensed software will provide full text searchable, page level OCR conversion in English and European languages, with discussion of potential for Asian languages such as Japanese, Vietnamese, Tagalog, Chinese.
- Provide structural and OCR metadata in METS/ALTO XML format.
- Page borders must cropped to show full edge of newspaper.
- Any images scanned and submitted from film reel must also include any technical targets or resolution test charts that indicate film density or reduction ratios when available.
- Provide 100% QA to guarantee quality.

### Option B:

- Process and deliver up to 50,000 XML metadata files of newspaper images sourced from print or microfilm each year.
- Maintain raw files and external drives in a safe, secured facility to prevent damage by animals, weather or file corruption as required for archival materials.
- Provide shipping manifests and track equipment shipped to processing facility.
- Vendor's processing software will provide full-text searchable, page level OCR conversion in English and European languages, with discussion of potential for Asian languages such as Japanese, Vietnamese, Tagalog, Chinese.
- Provide structural and OCR metadata in METS/ALTO XML format .

- Page borders must be cropped to show full edge of newspaper.
- Any images scanned and submitted from film reel must also include any technical targets or resolution test charts that indicate film density or reduction ratios when available.
- Deliver final files on external hard drives supplied by WSL.
- Provide 100% QA to guarantee quality.

#### **OSOS will:**

##### **Option A:**

- Provide a suitable workstation to meet recommended standards for best software performance.
- Provide 1-2 staff members for proper training on processing software.
- Provide staff to perform processing of 50,000 images per year.

##### **Option B:**

- Deliver image files to vendor on 1 terabyte external drives which will be returned to OSOS with completed deliverables after processing.
- Ship TIFFs created to NDNP standards as an uncompressed, 8-bit grayscale, 300-400 dpi images.
- Provide a spread sheet of basic title, reel and issue metadata if requested by vendor.
- Manage permissions from publishers except pre-1923 issues which are in the public domain.
- Manage and maintain OCR, metadata and any needed file derivatives after processed files have been completed and returned to OSOS.
- Supply replacement TIFFs should images become corrupted or require rescan.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must be licensed to do business in the state of Washington. The Consultant must have five (5) years experience in National Digital Newspaper Program metadata standards, specifically using METS/ALTO standards for OCR and structural metadata to prepare newspaper images for full text search and online presentation. See NDNP Technical Specs: [http://www.loc.gov/ndnp/guidelines/NDNP\\_201517TechNotes.pdf](http://www.loc.gov/ndnp/guidelines/NDNP_201517TechNotes.pdf).

### **1.4 FUNDING**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### **1.5 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about September 24, 2015 and to end on August 31, 2016. Amendments extending the period of performance, if any, shall be at the sole discretion of the OSOS.

### **1.6 DEFINITIONS**

Definitions for the purposes of this RFQQ include:

**OSOS** – The Office of the Secretary of State is the Agency of the state of Washington that is issuing this RFQQ.

**Consultant** – Individual or company submitting a proposal in order to attain a contract with the OSOS.

**Contractor** – Individual or company whose proposal has been accepted by the OSOS and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Qualifications and Quotations (RFQQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQQ is to permit the consultant community to suggest various approaches to meet the need at a given price.

## 1.7 ADA

The OSOS complies with the Americans with Disabilities Act (ADA).

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the OSOS for this procurement. All communication between the Consultant and the OSOS upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Shawn Schollmeyer
PO Box 42460
Olympia, WA 98504
6880 Capitol Blvd SE
Olympia, WA 98504
360.570.5568
360.586.7575
shawn.schollmeyer@sos.wa.gov

Any other communication will be considered unofficial and non-binding on the OSOS. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request For Qualifications and Quotations	July 27, 2015
Question and answer period	7/27 – 8/7
Last date for questions regarding RFQQ	8/7
Place complete list of Q&As on WEBS and OSOS web site	8/11
Last amendment to RFQQ	8/13
Last day for complaint	8/17
Proposals due	8/24
Evaluate proposals	8/25 – 8/2
Conduct oral interviews with finalists, if required	8/3 – 8/4
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful proposers	8/8
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Negotiate contract	9/9 – 9/23
Begin contract work	9/24

The OSOS reserves the right to revise the above schedule.

## **2.3 SUBMISSION OF PROPOSALS**

Consultants are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on August 24, 2015. Attachments to the e-mail shall be in Microsoft Word or PDF format.

The proposal is to be sent to the RFQQ Coordinator at the e-mail address noted in Section 2.1.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of OSOS.

The Consultant's Response must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Response shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include Consultant's contact information for this RFQQ with name, title, email, and telephone number.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

## **2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the OSOS and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The OSOS will consider a Consultant's request for exemption from disclosure; however, the OSOS will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

## **2.5 REVISIONS TO THE RFQQ**

In the event it becomes necessary to revise any part of this RFQQ, addenda will be published on the Washington Electronic Business Solution (WEBS) and Secretary of State website:

<http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFQQ and also placed in WEBS and the Secretary of State website. The OSOS also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

## **2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

## **2.7 ACCEPTANCE PERIOD**

Proposals must provide 45 days for acceptance by OSOS from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.9 MOST FAVORABLE TERMS**

The OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The OSOS does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the OSOS.

## **2.10 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances

section, Exhibit A to this solicitation. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

#### **2.11 COSTS TO PROPOSE**

The OSOS will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

#### **2.12 NO OBLIGATION TO CONTRACT**

This RFQQ does not obligate the state of Washington or the OSOS to contract for services specified herein.

#### **2.13 REJECTION OF PROPOSALS**

The OSOS reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

#### **2.14 COMMITMENT OF FUNDS**

The Assistant Secretary of State, or his delegate, are the only individuals who may legally commit the OSOS to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.15 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

#### **2.16 INSURANCE COVERAGE**

Should a contract be awarded pursuant to this RFQQ, the Contractor will be required to provide insurance coverage as described in Exhibit B, Service Contract with General Terms and Conditions.

#### **Worker's Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ).
2. Management Proposal.
3. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.



Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. **Identify any State employees or former State employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Consultant’s organization. If following a review of this information, it is determined by the OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.**

### 3.2 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the OSOS.

**B. Experience of the Consultant (SCORED)**

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

**C. References (SCORED)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to the OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

**D. Related Information (MANDATORY)**

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the OSOS, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the OSOS previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The OSOS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

**3.3 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

**A. Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the

deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

## **B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

# **4. EVALUATION AND CONTRACT AWARD**

## **4.1 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the OSOS, which will determine the ranking of the proposals.

OSOS, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

## **4.2 EVALUATION WEIGHTING AND SCORING**

The following weighting and points will be assigned to the proposal for evaluation purposes:

Management Proposal – 60%	60 points
Project Team Structure	
Internal Controls (20) points	
- clarity of workflow	
- evidence of steps taken for Quality Assurance	
Staff Qualifications/Experience (20) points	
- number of years of newspaper digitization experience	
- experience with newspaper metadata standards	
Experience of the Consultant (20) points	
- include three client references with brief description of project	
- links to examples of work	
- demonstrates understanding of project needs	
- capability of meeting required results	
Cost Proposal – 40%	40 points
- detailed description of production costs (10) points	
- costs for OSOS in-house processing if option (10) points	
- costs for vendor processing if option (10) points	
- other miscellaneous expenses (5) points (10) points	
-	
<b>Sub-Total for Written Proposal</b>	<b>100 points</b>

References [top-scoring proposer(s) only]

25 points

**GRAND TOTAL****125 POINTS**

References will be contacted for the top-scoring proposer(s) only, based on the written proposal. References will then be scored and included in the Grand Total.

**4.3 ORAL INTERVIEWS MAY BE REQUIRED**

Written submittals and oral interviews, if considered necessary, will be utilized in selecting the winning proposal. OSOS, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral interview and final determination of contract award. Should OSOS elect to hold oral interviews, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral interview will be considered independently and will determine the apparently successful proposer.

**4.4 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

**4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

**4.6 COMPLAINTS AND PROTESTS****A. COMPLAINTS PROCEDURE**

The complaint process occurs before bids are submitted to meet the response due date.

Consultants will be given an opportunity to submit a complaint to OSOS based on any of the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Consultants can submit complaints up to five (5) business days prior to the bid response deadline. The complaints must meet the following requirements:

- Must be in writing.
- Must be sent to the RFQQ Coordinator in a timely manner.
- Clearly articulate the basis for the complaint.
- Include a proposed remedy.

The RFQQ Coordinator will respond to complaints in writing.

The response to the complaint including any changes to the solicitation shall be posted on WEBS.

The complaint may not be raised again during the protest period.

Appeals to the RFQQ Coordinator decision will not be allowed.

## **B. PROTEST PROCEDURE**

The protest process occurs after the bids are submitted, evaluated and the announcement of the apparent successful bidder (ASB) is made. This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest with the RFQQ Coordinator. Protests may be submitted by FAX or by e-mail with the RFQQ Coordinator, but be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the solicitation document or OSOS protest process or DES requirements.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSOS'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the OSOS. The Secretary of State or an employee delegated by the Secretary who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days from receipt of the protest unless additional time is needed. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OSOS's action; or
- Find only technical or harmless errors in the OSOS's acquisition process and determine the OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OSOS options which may include:

- Correct the errors and re-evaluate all proposals, and/or
- Reissue the solicitation document and begin a new process, or
- Make other findings and determine other courses of action as appropriate.

If the OSOS determines that the protest is without merit, the OSOS will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal made available. If a protesting bidder does not accept the OSOS protest response the bidder may try to seek relief from superior court.

## **5. RFQQ EXHIBITS**

Exhibit A     Certifications and Assurances

Exhibit B     Sample Service Contract, including General Terms and Conditions (GT&Cs)

**EXHIBIT A****CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the OSOS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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Signature of Proposer

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Title

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Date